

# *Agreement*

*Between the*

AIR FORCE  
FLIGHT TEST CENTER  
Edwards Air Force Base  
California



*and*

LOCAL 1406  
of the  
American Federation of  
Government Employees



1997



## TABLE OF CONTENTS (alphabetical)

<u>ARTICLE</u> <u>TITLE</u>	<u>PAGE</u>	<u>NUMBER</u>
Abbreviations_____	1	
Alcoholism_____	31	25
Arbitration_____	41	32
Authentication_____	51	
Basic Workweek & Hours of Work_____	8	7
Bulletin Boards_____	Appendix A	
Contracting Out_____	33	27
Copies of Agreement_____	49	43
Definitions_____	2	
Details_____	22	13
Discipline & Adverse Actions_____	34	30
Drug Testing_____	31	26
Duration_____	50	46
Eating Areas_____	28	17
Employee Development_____	28	19
Employee Wellness_____	31	24
Employee-Management Work Groups_____	47	39
Environmental Differential Pay_____	28	18
Equal Employment Opportunity_____	43	34
General Provisions_____	49	45
Health Benefits Program_____	30	23
Labor-Management Relations Meetings_____	8	6
Leave_____	12	9
Management Rights_____	7	5
Matters Subject to Negotiation_____	4	2
Meetings With Management_____	48	40
Merit Promotion_____	24	15
Negotiated Grievance Procedure_____	37	31
Officers & Stewards_____	44	36
Official Time_____	45	37
Overtime_____	10	8
Parking Facilities_____	29	21
Payroll Allotment of Union Dues_____	29	22
Performance Evaluations_____	27	16
Personnel Records_____	21	12
Position Descriptions_____	19	11
Realignment of Work & Technological Changes_____	34	29
Recognition & Coverage_____	4	1

## TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u> <u>TITLE</u>	<u>PAGE</u>	<u>NUMBER</u>
Record of Official Time _____	Appendix B	
Reduction In Force _____	33	28
Rights of Employees _____	5	3
Safety and Health _____	16	10
Statement of Purpose _____	48	42
Supplements _____	49	44
Temporary Duty, Travel Pay & Per Diem _____	29	20
Temporary Promotions _____	23	14
Training In Labor Relations _____	48	41
Unfair Labor Practices _____	42	33
Union Rights _____	6	4
Use of Official Facilities _____	43	35
Wage Survey _____	47	38

## TABLE OF CONTENTS (Numerical)

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition & Coverage_____	4
2	Matters Subject to Negotiation_____	4
3	Rights of Employees_____	5
4	Union Rights_____	6
5	Management Rights_____	7
6	Labor-Management Relations Meetings_____	8
7	Basic Workweek & Hours of Work_____	8
8	Overtime_____	10
9	Leave_____	12
10	Safety and Health_____	16
11	Position Descriptions_____	19
12	Personnel Records_____	21
13	Details_____	22
14	Temporary Promotions_____	23
15	Merit Promotion_____	24
16	Performance Evaluations_____	27
17	Eating Areas_____	28
18	Environmental Differential Pay_____	28
19	Employee Development_____	28
20	Temporary Duty, Travel Pay & Per Diem_____	29
21	Parking Facilities_____	29
22	Payroll Allotment of Union Dues_____	29
23	Health Benefits Program_____	30
24	Employee Wellness_____	31
25	Alcoholism_____	31
26	Drug Testing_____	31
27	Contracting Out_____	33
28	Reduction In Force_____	33
29	Realignment of Work & Technological Changes_____	34
30	Discipline & Adverse Actions_____	34
31	Negotiated Grievance Procedure_____	37
32	Arbitration_____	41
33	Unfair Labor Practices_____	42
34	Equal Employment Opportunity_____	43
35	Use of Official Facilities_____	43
36	Officers & Stewards_____	44
37	Official Time_____	45
38	Wage Survey_____	47
39	Employee-Management Work Groups_____	47

## TABLE OF CONTENTS (cont'd)

<u>ARTICLE NUMBER</u>	<u>TITLE</u>	<u>PAGE</u>
40	Meetings with Management_____	48
41	Training in Labor Relations_____	48
42	Statement of Purpose_____	48
43	Copies of Agreement_____	49
44	Supplements_____	49
45	General Provisions_____	49
46	Duration_____	50

## ABBREVIATIONS

ADR	-	Alternate Dispute Resolution
AFFTC	-	Air Force Flight Test Center
AFGE	-	American Federation of Government Employees
AFI	-	Air Force Instruction
AFR	-	Air Force Regulation
BITS	-	Base Information Transfer System
CFR	-	Code of Federal Regulations
CPF	-	Civilian Personnel Flight
EDP	-	Environmental Differential Pay
EEO	-	Equal Employment Opportunity
EO	-	Executive Order
FLRA	-	Federal Labor Relations Authority
GAO	-	General Accounting Office
JTR	-	Joint Travel Regulation
KSAs	-	Knowledge, Skill, and Abilities
LAN	-	Local Area Network
LES	-	Leave and Earnings Statement
LRO	-	Labor Relations Officer
MSPB	-	Merit Systems Protection Board
NGP	-	Negotiated Grievance Procedure
OMB	-	Office of Management and Budget
OPF	-	Official Personnel File
OPM	-	Office of Personnel Management
PD	-	Position Descriptions
PEP	-	Promotion Evaluation Pattern
PPRS	-	Promotion and Placement Referral System
RIF	-	Reduction-In-Force
SCD	-	Service Computation Date
TDP	-	Testing Designated Position
ULP	-	Unfair Labor Practice
USC	-	United States Code

## DEFINITIONS

### FOR THE PURPOSES OF THIS AGREEMENT

**Agency--Executive Agency--** the U.S. Air Force.

**Alternate Work Schedule (AWS)--** there are two (2) types:

1. **Compressed Work Schedule (CWS)--** a biweekly work schedule which enables a full-time employee to work eighty (80) hours in less than ten (10) full workdays. The two (2) schedules are:

- **5-4/9--**eight (8) nine-hour (9-hr) workdays and one (1) eight-hour (8-hr) government-wide-rules in a pay period.

- **4/10--**eight (8) ten-hour (10-hr) workdays in a pay period.

2. **Flexible Work Schedule (FWS)--** varied arrival and departure times revolving around a designated core time within the eight (8) hour day, five (5) day workweek schedule.

**Bargaining Unit Employees--** All employees covered by the agreement.

**Collective Bargaining--** the performance of the mutual obligation of the AFFTC and AFGE to consult and bargain in a good-faith effort.

**Conditions of Employment--** any personnel policies, practices, and matters, whether established by rule, regulation, or otherwise (e.g., past practices), affecting working conditions.

**Contract--** an agreement between the labor organization and the Employer concerning conditions of employment for the Bargaining Unit Employees.

**Days--** workdays, unless otherwise specified (e.g., calendar days).

**Employer--** AFFTC, Air Force Flight Test Center

**Exclusive Representative--** the labor organization that is certified as the exclusive representative of employees, the American Federation of Government Employees (AFGE), Local 1406.

**Grievance--** any complaint by an employee, the Union or the Employer concerning a breach of contract, law, rule or regulation affecting conditions of employment.

**Labor Organization (Union)--** an organization which has the purpose of dealing with the Employer concerning grievances and conditions of employment of the Bargaining Unit Employees.



**Management Official**-- an individual employed by an agency in a position the duties and responsibilities of which requires or authorizes the individual to formulate, determine, or influence the policies of the agency.

**Parties**-- AFFTC and AFGE.

**Supervisor**-- an individual employed by an Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.

**Unfair Labor Practices (ULP)**-- a violation of *The Federal Service Labor-Management Statute, Chapter 71 of Title 5 of the U.S. Code.*

## ARTICLE 1

### RECOGNITION AND COVERAGE

#### Section 1. Recognition.

The American Federation of Government Employees, Local 1406 is recognized as the exclusive representative for all Air Force Wage Grade employees in all organizations serviced by the Air Force Flight Test Center, Civilian Personnel Flight.

#### Section 2. Exclusions from Coverage.

The following employees are excluded from the bargaining unit covered by this Agreement in accordance with the Statute:

- (a) All management officials as defined by the Statute;
- (b) All supervisors as defined by the Statute;
- (c) Confidential employees as defined as: employees who act in a confidential capacity with respect to an individual(s) who formulates or effectuates management policies in the field of labor-management relations;
- (d) Employees engaged in administering the provisions of the Statute;
- (e) Employees also not covered are the Fire Protection Division of the 95 Civil Engineering Squadron;
- (f) SATCO;
- (g) An employee engaged in personnel work in other than a purely clerical capacity;
- (h) General Schedule (GS) employees; and
- (i) All other employees as delineated at 5 USC § 7112(b)(c).

## ARTICLE 2

### MATTERS SUBJECT TO NEGOTIATION

Section 1. It is agreed and understood that the parties shall engage in substantive and/or impact and implementation negotiations on changes to conditions of employment for bargaining unit employees.

Section 2. As required by law and/or Executive Order 12871, the parties agree to negotiate concerning the subjects set forth in 5 USC §7106(b)(1).

### Section 3. Consultation.

(a) For the purposes of this Agreement, Consultation is defined as mutual discussion of changes in conditions of employment affecting bargaining unit employees to attempt to reach an understanding or agreement.

(b) Written notification of proposed changes shall be delivered to the President or Vice President of AFGE at the Union office. Within five (5) workdays after receipt, the Union may request and should meet with management. All requests for extension of time will be given serious consideration. The parties will determine the number of participants and meetings. Most generally, the meetings will be one-on-one. No formal proposals will be exchanged and the parties will rely upon interest based bargaining to reach agreement concerning the change(s). Consultation between supervisor and Union representative will be encouraged.

### Section 4. Negotiation.

(a) For the purposes of this Agreement, Negotiation is defined as formal discussion including the exchange of written proposals of changes in conditions of employment affecting bargaining unit employees to reach mutual understanding or agreement.

(b) If agreement is not reached during consultation, management will give written notice to the Union describing the proposed change(s). To invoke negotiation, the Union must submit written proposals to the LRO within ten (10) workdays following the receipt of notice. Exceptions to the 10 government-wide-rules response time should be granted.

Section 5. No rule, regulation, order, policy or practice shall conflict with this Agreement. This Agreement shall govern if not in conflict with Federal law or statute.

Section 6. It is agreed and understood that any prior benefits, practices or understandings, mutually acceptable to the parties and beneficial to unit employees, not specifically covered by or in conflict with this Agreement, shall be changed only by mutual agreement of the parties.

## **ARTICLE 3**

### **RIGHTS OF EMPLOYEES**

Section 1. It is agreed that employees shall have, and be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any lawful employee organization or to refrain from any such activity.

Section 2. The employee shall be given the opportunity to be represented at a formal discussion between management and unit employees concerning any grievance or any personnel policy or practice or other general condition of employment or any examination of any employee in the unit by a representative of management if the

employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 3. Employees have the right to expect treatment from management which sustains human dignity and self-respect.

Section 4. The Employer shall bi-annually inform unit employees in writing of their right to representation.

## **ARTICLE 4**

### **UNION RIGHTS**

#### Section 1. Representation.

The AFGE is the exclusive representative of the employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit and is responsible for representing the interests of all employees in the unit.

#### Section 2. Meetings.

The AFGE shall be given the opportunity to be represented at--

(a) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(b) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

#### Section 3. Orientation.

At orientation sessions conducted by Civilian Personnel Flight, an AFGE representative shall be permitted fifteen (15) minutes to make a presentation to the bargaining unit employees.

#### Section 4. Employee Information.

The AFGE shall be notified of all new hires to the bargaining unit, in addition, AFGE shall be notified of bargaining unit employees which have been transferred, promoted, or separated on a quarterly basis.

Section 5. Bargaining Unit Employee Information for the AFGE.

Management shall provide to the AFGE, during the month of January, for its internal use only, a copy of the computer printout of the names, position titles, grades, and duty stations of all employees in the bargaining unit.

Section 6. Interference.

The Union will not interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Federal Service Labor-Management Relations Statute.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

Section 1. General.

(a) The Employer retains the right to:

(1) Determine the mission, budget, number of employees, organization, and internal security practices of the Agency.

(2) In accordance with applicable laws:

- (a) to hire, assign, direct, layoff and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
- (b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
- (c) with respect to filling positions, to make selections for Appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- (d) to take whatever actions may be necessary to carry out the mission of the Agency during emergencies.

(b). Nothing in this section shall preclude the Employer and the AFGE from negotiating--

(1) on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; [In the event Executive Order 12871 is rescinded and/or modified and in the event that it could or would again become discretionary upon management to negotiate on these subjects, management will not be required to negotiate these subjects.]

(2) the procedures which management officials of the Agency will observe in exercising any authority under this Section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

Section 2. Applications.

The requirements of this Article shall apply to all supplemental agreements between AFGE and the Employer.

## **ARTICLE 6**

### **LABOR-MANAGEMENT RELATIONS MEETINGS**

Section 1. A joint meeting, will be held once a month at a mutually agreed upon day and time, unless otherwise mutually agreed to by the Parties. Such meetings will be held to discuss matters of concern to employees and management. Agenda items will be exchanged, in writing, three (3) to five (5) workdays before the meetings. Unanticipated items considered serious may be submitted during the meeting. All agenda items will contain sufficient detail to permit identification and research of the matter to be discussed.

Section 2. The monthly meeting established by Section 1 of this article shall be held between the Commander's designated representative for Labor Management Relations and other management officials up to and including an equal number of officials of the bargaining unit. Additional personnel may attend, if needed, to participate in the discussion. Official time shall be granted for these meetings.

Section 3. Minutes of the meeting will be prepared by the Parties and a copy will be exchanged within ten (10) workdays after the meeting. Both Parties must concur with the minutes of the meeting in final copy for the minutes to have status.

## **ARTICLE 7**

### **BASIC WORKWEEK AND HOURS OF WORK**

Section 1. The Employer and the Union recognize that the administrative workweek begins at 0001 Sunday and ends at 2400 hours on the next following Saturday. It is also agreed that employee work schedules shall be maintained as stable as practicable.

Section 2. The Employer and the Union recognize that the basic workweek normally consists of five (5) eight (8) hour days, Monday through Friday, Saturdays and Sundays are not normally considered regular days of work.

Section 3. Alternate Work Schedules (AWS).

(a) Bargaining unit employees may request to participate in an AWS as defined in Title 5 USC § 6127 through § 6131.

(b) When management denies a request to participate in an AWS, documentation showing the following will be provided to the employee(s) and the Union, upon request within five (5) workdays (consideration shall be given to requests for extension):

(1) a reduction in the productivity of the agency;

(2) a diminished level of services furnished to the public by the agency

and/or;

(3) an increase in the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

(c) Individual requests, if denied, may be appealed through the negotiated grievance procedure. Establishment and/or termination of AWS shall be subject to negotiations.

Section 4. All hours worked by bargaining unit employees shall be in a pay status in accordance with the Fair Labor Standards Act of 1938. No bargaining unit employee shall be permitted to work in a non-pay status. Management shall exercise its control to ensure that work is not performed in a non-pay status.

Section 5. Bargaining unit employees may request and supervisors may grant compensatory time off in lieu of irregular or occasional overtime in accordance with government-wide-rules and regulations. Bargaining unit employees may not be intimidated, threatened, or coerced to request or not to request compensatory time off. No employee shall be denied overtime work for not requesting or accepting compensatory time. Bargaining unit employees may request compensatory overtime for the purpose of taking compensatory time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the government-wide-rules or workweek. Employee requests to work compensatory overtime or to take time off to meet religious obligations may be disapproved by management if such modifications in work schedules interfere with efficient mission accomplishment. Upon request, the supervisor shall provide in writing to the employee the reasons for disapproving such a request.

Section 6. Rest Periods, Lunch Periods, and Clean-up.

(a) Rest Periods. Rest periods will normally be scheduled consistent with the employee's workday. For employees on an eight (8) hour day, breaks will normally be granted approximately half-way through the first and last half of each work shift. For

employees on AWS, two (2) breaks may be granted twice in the first half and last half of the day, but in no case will the break-time exceed thirty (30) minutes a day. Breaks may not be a continuation of the lunch period or at the beginning or ending of the shift. Either a formal or informal rest schedule shall be established by the area supervisor with the input of the employees.

(b) Lunch Periods. Lunch periods shall normally be taken halfway through the shift. It is agreed that no employee will be required to work more than six (6) hours continuously without a lunch period except in emergency situations. Unless necessitated by operation requirements, lunch breaks will not be interrupted. An employee required to return to work prior to completion of the lunch break will be paid overtime in accordance with applicable laws and government wide regulations.

(c) Clean-up. Personnel on duty will normally be allowed no more than fifteen (15) minutes of clean-up time prior to lunch and at the close of the shift for the purpose of cleaning the work area and returning tools to the tool room and general clean-up duties. The amount of clean-up time will correspond to the type of work and extent to which clean-up is necessary as determined by the supervisor but with input from the employees. Employees in positions for which special clothing has been furnished shall be allowed sufficient time to change into and out of this clothing when necessary.

Section 7. Bargaining unit employees shall not be required to work split shifts.

## **ARTICLE 8**

### **OVERTIME**

Section 1. General.

(a) Management, at its discretion, may require employees to work overtime.

(b) Employees shall have advance authorization from management prior to working any overtime.

(c) When scheduled overtime is required, a minimum of twelve (12) hours advance notice to the employees will be given.

(d) If overtime needs to be worked, first consideration shall be given to the qualified bargaining unit employees within that work center or shift, prior to considering other qualified personnel.

Section 2. Overtime Log.

(a) Management shall maintain an overtime log in which all overtime (scheduled and unscheduled) will be recorded for all employees. This log shall contain at a minimum:

(1). the names of all employees in a particular work center or shift;



- (2). the date and amount of overtime actually worked;
- (3). a notation of the employees' acceptance or declination of the offer.

Overtime offered but refused will be recorded in the log as overtime worked.

(b) The log shall be established and maintained for two (2) calendar years. This log shall be available at anytime for review by the employees or their representatives. At the end of the first year management will review the log for disparate distribution of overtime. After reviewing the log, management agrees to make a diligent effort, during the second year, to eliminate any disparate distribution of overtime.

(c) On the first regular government-wide-rules following January 1 of the second year the log for overtime will show zero (0) hours worked. The monthly logs for the two (2) years shall be retained for thirty (30) days after the overtime has been zeroed out.

### Section 3. Distribution of Overtime.

(a) Overtime shall be distributed fairly and equitably among all qualified employees within a work center or shift, where the overtime is required.

(b) The bargaining unit employee with the least amount of overtime worked shall be offered the opportunity first, to perform scheduled overtime.

(c) Overtime shall be offered in an ascending order (from the least to the most overtime hours worked) to the other qualified bargaining unit employees within the work center or shift.

(d) New employees will be credited as having worked the average number of hours of the other employees within the work center or shift.

### Section 4. Overtime Compensation.

All bargaining unit employees shall be compensated in accordance with all applicable laws and regulations for work performed.

### Section 5. Unscheduled Overtime.

(a) When unscheduled overtime is required, the employee performing the work shall be asked first.

(b) Employees shall have the right to refuse unscheduled overtime only if the additional work could impair the health or efficiency of the employee or create an extreme hardship or the employee has a valid excuse for not working the unscheduled overtime.

(c) Unscheduled overtime shall be offered to other qualified bargaining unit employees in accordance with Sections 3b and 3c, if overtime is necessary.

(d) Employees required to work unscheduled overtime in excess of two (2) hours will be authorized a rest period of twenty (20) minutes at the end of their regular shift or as soon thereafter as possible.

(e) During an unscheduled overtime assignment of four (4) hours or more, employees will be authorized an on-the-job lunch period of twenty (20) minutes when it is possible to do so without stopping or interrupting the work in progress. Under these conditions the time covered by the twenty (20) minutes on-the-job lunch period is considered part of the paid overtime.

(f) An employee is considered as having performed a minimum of two (2) hours overtime if called back to perform overtime on a regular non-work day, during hours outside normal work hours, on a holiday falling within the employee's regularly scheduled workweek, or after leaving the place of employment on a regularly scheduled workday. Overtime continuous with an employee's regularly scheduled tour of duty is not considered call-back overtime.

#### Section 6. Standby.

Bargaining unit employees who are placed on standby duty shall be paid in accordance with all applicable laws and regulations.

### **ARTICLE 9**

#### **LEAVE**

##### Annual Leave

Section 1. Annual leave is an important and significant benefit for all employees. The taking of annual leave is a right of the employee, subject to the approval of the supervisor and contingent upon workload. Prior to 15 February, employees should request scheduling of projected leave for the leave year. Employees may request annual leave in any pattern and in any amount. The completed projected leave schedule shall be posted within the work area by no later than 17 March.

Section 2. If conflicts in scheduling leave occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, and in the absence of personal hardship as determined by the supervisor, the person having the earliest service computation date (as recorded on the SF-50) will be given the first choice of the desired time. Subsequent choices will be based on the same criteria.

Section 3. Once an employee has scheduled leave, the employee may be permitted to change the schedule when such change will not disturb the choice of another employee or hamper the workload.

Section 4. Unscheduled leave not projected by 15 February must be requested as far in advance as possible and not conflict with the projected leave schedule.

Section 5. Absences for emergency reasons, except where circumstances prevent, will be reported to the immediate supervisor or designee by the employee within two (2) hours after the start of the shift to which assigned or earlier if possible. If the immediate supervisor or designee is not available, approval must be requested from progressively higher levels of supervision. Upon request, the supervisor will provide justification for the denial of annual leave (SF-71).

Section 6. Subject to supervisory approval, an employee may be granted the amount of annual leave which he/she will accrue during the remainder of the leave year. Unlike accrued annual leave, advanced annual leave is not a right.

Section 7. Annual leave will be restored consistent with 5 CFR § 630.305 through 5 CFR § 630.309.

Section 8. Annual leave may be used in increments of fifteen (15) minutes.

### **Sick Leave**

Section 1. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties due to illness, injury or other valid medical reason. Sick leave may also be used for medical, dental or optical examinations or treatments, when requested in advance of the absence.

Section 2. Employees who are unable to report to duty because of illness or injury will report their absence to their supervisor or designee within two (2) hours after the start of the shift. For emergencies, such as serious accident or illness, supervisors will exercise due consideration of circumstances in enforcing this reporting requirement. Sick leave must be requested on the first day. The employee will advise the supervisor of the anticipated duration of the illness. Supervisors will normally relieve the employee from requesting additional sick leave on a daily basis. However, if sick leave beyond what was originally anticipated is required, the employee will again notify the supervisor. For absences of more than three (3) workdays, continued leave will be arranged between the employee and his/her supervisor.

Section 3. For periods of three (3) workdays or less the employee will not be required to provide medical or written certification. For absences in excess of three (3) workdays, the employee's signed statement explaining the nature of the illness will be acceptable in lieu of a medical certificate, if the employee was not attended by a physician and the supervisor agrees.

Section 4. A medical certificate may be required of an employee if his/her supervisor has specific evidence of sick leave abuse or if the employee has been counseled on sick leave abuse as notated in the 971 file. The attendance records of employees required to submit a medical certificate for such absence on sick leave should be reviewed at least annually and the requirement withdrawn if improvement is made. The individual authorized to approve leave must ascertain, in each individual case, whether the circumstances justify approval of the sick leave request. The employee will be notified promptly, in writing, of disapproval of a request provided it is requested in writing (SF-71).

Section 5. Employees may request from their supervisor advance sick leave, not to exceed 240 hours, in cases of serious illness or disability. Generally, an advance of sick leave will not be granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave or has sufficient accumulated credit from which the deficit can be liquidated.

Section 6. Employees shall not be placed on sick leave without their consent when they are ready, willing, and able to work, unless they are unable to perform the duties of their position as determined by competent medical authority.

Section 7. An approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave if requested by the employee.

Section 8. Sick leave may be used in increments of fifteen (15) minutes.

### **Voting Leave/Court Leave**

Section 1. Employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three (3) hours before or close three (3) hours after the employee's regular duty hours, no time off is granted.

Section 2. An employee shall be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings, as a witness for the government. Employees shall take either annual leave (A/L) or leave without pay (LWOP) to appear for the defense or as a defendant in any court case.

### **Maternity and Family Leave**

Section 1. To the extent required by law, the Employer shall comply with the Family and Medical Leave Act of 1993. In recognition of the need for a flexible and compassionate leave policy to assist employees to blend their work life and their family responsibilities, the Employer shall consider all reasonable and timely requests from employees that meet the criteria established by the Act for leave.

Section 2. Temporary and intermittent employees are excluded from coverage. To be eligible, other employees must have completed at least twelve (12) months of civilian service with the Federal government.

Section 3. An employee shall be entitled to a total of twelve (12) administrative workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

- (a) birth of a son or daughter and care of newborn (within 1 year after birth);
- (b) placement of a son or daughter with employee for adoption or foster care (within 1 year after placement);
- (c) care for spouse, son, daughter, or parent with a serious health condition; or
- (d) serious health condition of employee that makes employee unable to perform duties of his or her position.

#### **Leave Without Pay (LWOP)**

Section 1. LWOP is a temporary non-pay status and an authorized absence from duty which may be granted upon the employee's request. It should not be confused with absence without leave which is charged for unauthorized absence or absence for which the employee's leave request was denied or unjustified.

Section 2. LWOP may be granted upon specific request of an employee for educational purposes, illness or disability not of a permanent nature, for pending disability retirement or for a claim on Workers Compensation, or when an employee has insufficient annual or sick leave. LWOP should be granted only when it is apparent that it will result in increased job ability, protection or improvement in the employee's health, or the retention of a desirable employee.

Section 3. The granting of LWOP is a matter of administrative discretion except to a disabled veteran to cover an absence for medical treatment related to a service-connected disability, and to a member of the Reserves or National Guard to perform military training duties.

Section 4. An approved absence which would otherwise be chargeable to sick leave will first be charged to annual leave and then LWOP, if the employee has insufficient sick leave to cover the absence.

#### **Military Leave**

Section 1. An eligible full-time employee who is a member in the Reserve of the armed forces or a member of the National Guard accrues fifteen (15) days military leave each fiscal year. Any military leave (not to exceed fifteen [15] days) which is unused at the beginning of the succeeding fiscal year (1 Oct.) is carried forward for use in addition to

the days which are credited at the beginning of that fiscal year, for a maximum accrual of thirty (30) days in a fiscal year.

Section 2. Employees entitled to military leave must:

- (a) be a member of a Reserve or National Guard component;
- (b) be serving in an appointment that is not limited to one (1) year or less;
- (c) be a full-time, part-time or indefinite employee who does not have an intermittent work schedule.

Section 3. Military leave granted is charged on a calendar day basis. No charge is made for non-workdays at the beginning and end of a period of absence on active military duty. However, all intervening non-workdays, including holidays, falling within the period of military duty must be charged to military leave.

Section 4. Requests for military leave must be supported by a copy of the orders.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

Section 1. General. The Employer shall, to the fullest extent of its authority, provide and maintain safe and healthful working conditions for all employees. The Employer shall comply with all requirements of Executive Order 12196, Federal, State and Kern county laws and with AFOSH Standards. The Employer and the AFGE are committed to operate in accordance with 29 CFR.

Section 2. Reporting and Corrective Actions. The AFGE may assign an official or steward of AFGE as a Safety and Health Representative for Edwards AFB, and it shall be his/her responsibility to report any unhealthful, hazardous, or unsafe conditions directly to the organization's Safety Officer or any employee(s) may report to the AFGE or the organization's Safety Officer any suspected unhealthful, hazardous, or unsafe condition. When the organization's Safety Officer cannot abate the hazard within one work day, the organizational Safety Officer shall notify the AFFTC Ground Safety Office. The Employer agrees that it shall provide immediate abatement of unsafe or unhealthful working conditions. Procedures for abatement of unsafe or unhealthful working conditions shall be complied with as required by 29 CFR. Where the unsafe conditions are an immediate danger to life and limb and the repairs necessary to correct the unsafe conditions are of such an extensive nature that immediate repairs cannot be made to render the area safe, the employees shall not be exposed to the hazard and alternate accommodations shall be found until the area is made safe.

Section 3. Committees. The Employer has established Safety and Health Committees as defined by Executive Order, 29 CFR and AFOSH. They are established to monitor and assist the Employer's Safety and Health Programs.

Section 4. Safety Inspections. Normally, there shall be a scheduled annual safety inspection of all areas where bargaining unit employees work. The Union shall actively participate in the inspections, as the Union is concerned with the safety and protection of the employees. All discrepancies that are of particular concern to the employees shall be reported to the organization's Safety Officer for a full investigation and corrective action(s) within thirty (30) calendar days. If any discrepancy is life and limb threatening, it shall be reported within one government-wide-rules and shall be corrected as soon as is reasonably possible.

Section 5. Employees Rights and Responsibilities.

(a) The detection of unsafe and unhealthful working conditions at the earliest possible time and prompt correction of related hazards at the lowest possible working level are essential elements of any Safety and Health Program. Any employee in the bargaining unit who is assigned duties which he/she believes could possibly endanger his/her health or well-being shall notify the supervisor of the situation immediately and shall file a report of unsafe or unhealthful working conditions to the organizational Safety Officer, as soon as possible during the shift. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the assignment and refer the matter to the organizational Safety Officer.

(b) The Employer shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions or other participation in the Employer's Safety Program activities. An employee who believes she or he has been subject to acts of reprisal for participation in the Employer's Safety Program activities shall have the right to seek redress through established grievance procedures.

(c) An employee shall have the right to decline to perform his or her assigned task because of the reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting and abatement procedures.

(d) No employee shall fear reprisal for declining to perform his/her assigned task in connection with c of this Section.

(e) Employees or Union representatives are entitled to official time to participate in the Employer's Occupational Safety and Health Program.

(f) Employees or Union representatives have the right to advise management concerning safety and health problems.

(g) Employees or Union representatives have the right to be involved in inspection activities. Employees and Union representatives shall be interviewed during the Employer's OSHA program evaluations.

(h) Employees are expected to follow safety and health practices, and the wearing and use of protective equipment.

Section 6. Personal Protective Equipment and Clothing. The Employer shall provide protective equipment and clothing to protect employees from safety and health hazards.

Section 7. Wearing Apparel.

(a) Bargaining unit employees shall be allowed to wear hats, caps or other types of headgear. Safety and foreign object damage dictate that employees working on the Flight Line shall not wear headgear while working on or within fifty (50) feet of an operating aircraft engine. Employees shall be responsible for taking all reasonable precautions in preventing damage to equipment as a result of wearing headgear.

(b) Employees shall be allowed to wear shorts that are loose fitting (not form fitting), clean, neat, hemmed and no shorter than mid-thigh.

(c) Clothing and personal protective equipment worn while performing tasks shall comply with applicable technical orders, government-wide rules, regulations and safety directives.

(d) Improper attire will not be an acceptable reason for non-performance of assigned tasks.

Section 8. Lockers. Bargaining unit employees shall each be provided a locker. Additional locker space may be provided if extra, unused lockers are available. Lockers are subject to inspection. When management determines that an employee's locker needs to be inspected, normally management will provide notification to the employee(s), including the reason for the inspection. Before or during the inspection if the employee requests a Union representative, he/she shall be afforded that opportunity. In a bona fide life-threatening or emergency situation, (i.e., bomb threat, smoke, fire, foul smell, etc.), the employee need not be provided notification.

Section 9. Smoking. The parties agree that a smoke-free work environment is essential to the health of all employees. Management will continue to provide smoking areas that are currently designated for this purpose.

Section 10. Medical Examination/Screening. The Employer agrees to provide physical examinations for those employees who are or have been exposed to potentially dangerous or unhealthy working conditions, to the extent required by applicable Government-Wide rules, regulations and laws.

Section 11. Employee Participation. Employees are encouraged to follow safe working procedures, and to refrain from unsafe work practices.



## Section 12. Injury Compensation.

(a) It shall be the policy of the Employer that any employee who is injured in the performance of his/her duties is entitled to receive all of the benefits to which they are entitled.

(b) The full assistance of officials of the Employer will be made available to the injured employee. These officials will be responsible for requiring the reporting of all known on-the-job injuries or occupational illness/diseases/disability, promptly on OWCP Form CA-1 or CA-2 (whichever is applicable), providing immediate first aid or medical treatment, advising injured or disabled employees of the benefits available to them, and providing them with the necessary forms in support of claims for compensation. In cases of claims, the Employer will assist the employee in completing such forms and in forwarding them to the appropriate officials for processing.

(c) When an employee is injured on the job and/or becomes medically disqualified from his/her current position as a result of an on-the-job injury or illness, the Employer shall make positive efforts, in accordance with applicable laws and government-wide regulations, to assign such employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties.

## **ARTICLE 11**

### **POSITION DESCRIPTIONS**

Section 1. Content of Position Description. The purpose of a position description is to describe officially, for pay and classification purposes, the predominant skills and duties particular to a position. A position description does not list every duty an employee may be assigned, but reflects those duties which are series-and grade-controlling. The phrase "other duties as assigned" shall not be used as the basis for assignment of duties which are punitive. The phrase "other duties as assigned" shall not normally be used to assign work that is normally unrelated to the principal or predominant duties of an employee's position. Supervisors will normally assign duties to employees who normally perform those duties as part of their predominant or principal duties of the position.

Section 2. Changes to Position Descriptions. Position descriptions will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will normally be covered by the same position description. When deviation from standard position descriptions is required for a certain position(s), the position(s) will be classified according to the duties and responsibilities actually assigned and performed. Addendum, deletions, and amendments to position descriptions will be reviewed by Classification and impact thereof recorded. Such review will be certified with the date and names of the classifier and supervisor and identification of affected positions. Changes in position descriptions will be discussed

with employees and employees will be furnished a copy of the changed position description. The Union will be notified of changes in position descriptions subject to negotiations.

Section 3. Complaints Over Position Descriptions. Employees who believe that their position descriptions do not reflect the principal duties and responsibilities of their position shall have the right to meet and discuss this matter with their supervisors for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee shall have the right to file a grievance under the negotiated grievance procedure.

Section 4. Classification Complaints. Employees who believe their pay plan, job title, series, or grade is incorrect have the right to request a meeting to discuss this matter with their supervisors for clarification. Should the supervisor be unable to answer the employee's questions, a meeting will be arranged between the appropriate position classifier, the supervisor, and the employee. The Union will be provided an opportunity to be present at both meetings. Should the second meeting fail to answer the employee's questions, the employee may file a position classification appeal in accordance with governing regulations. Upon written request, the Union will be provided with an analysis that explains why positions that seem identical are classified differently. The Union's request will identify the specific positions in question, and include a statement setting forth the Union's concerns and why the positions appear to be the same.

Section 5. Classification Surveys. When a classification survey involves unit employees, the Union shall have the right to have an observer present at the opening of the survey by the representatives of the Civilian Personnel Flight and line management. The supervisors and the Union shall be notified in advance of classification survey opening.

Section 6. Survey Results. Following classification survey and finalization of the survey, a Union representative shall be advised of the survey results by management. Upon notification of the survey results, the Union shall have the right to request a meeting on official time to discuss the survey and a meeting shall be held within thirty (30) calendar days.

Section 7. Application of New Position Classification Standards.

(a) New classification standards issued by the Office of Personnel Management shall be applied fairly and equitably to all applicable positions, vacant or encumbered. It is understood that position classification standards pertaining to positions in the Federal Wage System are commonly referred to as "job grading standards."

(b) Notice of grade and pay retention in accordance with Federal law shall be issued as appropriate to employees whose positions are affected by the application of new classification standards.

## ARTICLE 12

### PERSONNEL RECORDS

Section 1. Official Personnel Folders (OPF). The Agency shall establish and maintain an OPF for each employee, on behalf of the Office of Personnel Management. Disclosure of information contained in the OPF shall be consistent with the provisions of the Privacy Act. The employee shall be provided copies of SF-50s and upon request any of the other permanent material placed in the OPF. Employees will normally be allowed to review their OPF at any time.

Section 2. Supervisor's Employee Work Folder. The Supervisor's Employee Work Folder is a set of records used in managing the performance of employees at the unit level. Records normally kept in the Folder include AF Form 971; Training Records; AF Form 1378, Position Description; SF-52, Request for Personnel Action; at least a copy of the current employee Performance Appraisals and backup information; and/or DD Form 2365, DOD Civilian Employee Overseas Emergency-Essential Position Agreement, etc.

(a) Supervisor's Employee Brief AF Form 971, Part A, will contain current personal employee data.

(b) Supervisor's Employee Brief AF Form 971, Part B, may contain records of discussions concerning employee performance, employee conduct and letters of appreciation, etc.

- In those instances where an employee could face discipline, adverse or performance based actions, management agrees to provide copies of the original documentation, including notations of oral counselings, which will be relied upon to support the action.

- The employee will be provided the information at the time it is placed into the Supervisor's Employee Work Folder and will initial or sign as proof of receipt.

(c) Supervisor's Employee Brief AF Form 971, Part C should be limited to experience data, education, performance, training and awards information.

Section 3. Access and Maintenance.

(a) The Supervisor's Employee Work Folders are subject to the Privacy Act. Files shall be maintained in a secure room or metal filing cabinet/desk which is locked when the records are not in use and shall be accessible only by the supervisor or the designee. The working file shall be made available to the employee or his/her

representative when requested for review. Employees will designate in writing other persons to have access to their working files. Except for access by the employee, only employees whose official duties require access shall be allowed to handle and use personnel records.

(b) Maintenance. Supervisor's Employee Work Folders shall be reviewed by the supervisor at least once a year for outdated material. Material which may normally be retained in Part B of the work folder in excess of one year shall be kept in accordance with Federal law, Government-wide rules and regulations. If material in the Supervisor's Employee Work Folder is used for a proposed adverse or performance-based action or is subject of a grievance or other appeal, that material shall be maintained until completion of the action or appeal process.

## **ARTICLE 13**

### **DETAILS**

#### **Section 1. General.**

(a) A detail is the temporary assignment of an employee to a different position, for a specific period, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be incumbent of the position from which detailed.

(b) A detail exists when an employee continues in the employee's current status and pay and is temporarily assigned to:

(1) an established position, or the grade controlling duties of such position or an identical one at a higher, same or lower grade, or one requiring different qualifications from those now required in the employee's official position assignment.

(2) an unestablished position, that is, one whose duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupational line of work, or one that required different qualifications from those required in the official position assignment.

#### **Section 2. Selection.**

(a) Selection for detail shall be based on the needs of the Employer and the Knowledge, Skills and Abilities (KSAs) of the employee.

(b) When selecting for a detail to the same or lower graded established position, the employees with the least seniority, as determined by the Service Computation Date (as shown on the Employee's Leave and Earnings Statement), or volunteers in the organizational section in which the detail exists, should normally be considered first for the position.

(c) When selecting for a detail to a higher graded position, the employees with the most seniority, as determined by the Service Computation Date (as shown on the Employee's Leave and Earnings Statement), in the organizational section in which the detail exists, should normally be considered first for the position. Lower graded employees will not be considered for a detail to a higher graded position until the most senior employees have been considered.

(d) The order of consideration for a detail may be waived when the KSAs do not exist within the organizational section where the detail is located.

(e) To the maximum extent possible, details shall be fairly and equitably rotated among employees who are qualified.

(f) Selection for details under no circumstances shall be used for the sole purpose of providing preferential treatment or reprisal.

(g) Employees shall not normally be detailed to perform janitorial and other related custodial-type duties.

### Section 3. Documentation.

(a) Details to higher graded positions for more than five (5) consecutive workdays, but of thirty (30) days or less, will be documented in the Supervisor's Employee Work Folder.

(b) Details in excess of thirty (30) days will be documented in the Official Personnel Folder on an SF-50, Notification of Personnel Action.

## **ARTICLE 14**

### **TEMPORARY PROMOTIONS**

#### Section 1. General.

(a) A temporary promotion is the movement of an employee to a higher graded position with pay for a limited time with the understanding that the employee will normally return to his/her previous position at the end of the temporary promotion. Employees must be qualified and eligible to be temporarily promoted.

(b) When an employee is fully qualified and eligible for a higher graded position, the assignment to that position should be by temporary promotion rather than detail.

(c) The area of consideration may be limited to the organizational unit in which the position is located.

Section 2. Noncompetitive Temporary Promotion. A qualified and eligible employee may be placed in a noncompetitive temporary promotion for up to 120 calendar days.

The time spent detailed or temporarily promoted to a higher graded position within the previous twelve (12) months counts toward the 120 calendar days.

Section 3. Competitive Temporary Promotion. Temporary promotions in excess of 120 calendar days will be competitive. A temporary promotion will only be converted to permanent, without further competition, when it was stated at the onset that the position had the potential to be made permanent. When it was not made known to employees in advance that a temporary promotion had the potential to be made permanent, competitive procedures outlined in the Merit Promotion Article will apply.

Section 4. Exceptions. Temporary promotions to grades previously held on a permanent basis in the competitive service from which an employee was separated or demoted for other than performance or conduct is excepted from competition.

Section 5. Effective Date. The pay and date of the temporary promotion shall become effective as determined by the effective date of the Standard Form 50 (SF-50). No employee shall be temporarily promoted until the SF-50 is completed by the Employer.

## **ARTICLE 15**

### **MERIT PROMOTION**

Section 1. General. It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements, merit principles, and applicable laws and regulations. Under no circumstances, shall promotions be used for the sole purpose of providing preferential treatment. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, union affiliation or non-disqualifying handicap as required by applicable law. It is understood the Employer has the right to select from any appropriate source. Unless superseded by this Article, the Edwards AFB Merit Promotion Plan applies.

Section 2. Scope and Coverage of Article. This Article applies to positions within the bargaining unit which the Employer fills permanently by internal merit promotion procedures. Employees for whom the necessary qualifications and evaluation data are not yet available for ranking may be temporarily excluded from consideration pending acquisition and processing of the data. Employees encumbering formal trainee or apprentice-type positions should normally be excluded from competitive promotion consideration up to and including the target grade level of the program in which enrolled. They may not be denied consideration into another career field in which the established career ladder offers a target grade level higher than that in which currently enrolled. The Employer retains the right to select or non-select employees for competitive merit promotion under the procedures set forth in this Article and in accordance with applicable law and regulation.

Section 3. Promotions Not Subject to Competition. Noncompetitive promotions shall be accomplished in accordance with established law and the Edwards Air Force Base Merit Promotion Plan.

Section 4. Area of Consideration.

(a) That area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action is the area of consideration.

(b) Normally, the basic area of consideration will be all Air Force positions serviced by the Edwards AFB Civilian Personnel Flight. In some cases, the area of consideration may be limited to the organizational unit in which the vacancy is established. The area of consideration within which employees will be identified to compete for advancement will be extended, as necessary, to provide management with a sufficient number of highly qualified candidates from which to choose and to provide employees with adequate opportunities for promotion. Areas of consideration may be extended geographically or organizationally, or both, and the extension(s) may occur simultaneously or successively.

(c) The Employer agrees to consider employees of the bargaining unit for all vacancies for which they are eligible within the area of consideration as set forth above, including vacancies for positions outside of the unit of recognition. It is understood that the procedures used in filling positions outside of the unit will be established by the Employer (e.g., for the first level supervisory positions).

Section 5. Promotion Evaluation Patterns (PEPs).

(a) A PEP is an objective statement of position requirements used to evaluate employees. It must show as a minimum the position covered, the documentation of the minimum qualification standards, selective placement factors, if used, and applicable ranking factors.

(b) When rating candidates for Federal Wage Survey positions, the Knowledge, Skills, and Abilities (KSAs) acquired through work experiences are evaluated using a Job Analysis. OPM Handbook X-118C, OPM Internal Qualification Guides for Trades and Labor Jobs may be used to assist in the identification of Major Job Requirements, KSAs, and other quality ranking criteria.

(c) Employees will not be screened, evaluated, or non-selected on the basis of factors which are not job-related.

Section 6. Promotion Certificates. A promotion certificate is a listing of the names of the best qualified candidates to be referred to the selecting official. A certificate will contain no more than ten (10) names or when a tie occurs a total of no more than fifteen (15) names. One additional name will be certified for each additional vacancy. No additional names will be certified to the selecting official except that one additional name

may be added to the certificate each time an employee on the certificate declines consideration.

Section 7. Tie Breaking. When certification of all tied competitors would result in a promotion certificate of more than fifteen (15) names, final ties will be broken using Reduction-in-Force service computation date.

Section 8. Alternate Certification Procedures. Civilian Personnel Flights and selecting officials may opt to use the alternate certification procedure as follows:

(a) in instances where the best qualified group (following the final evaluation process) has been determined and a candidate whom the selecting official considers to be the best qualified is among that group, the selection may be made without formal certification;

(b) this procedure may be used only if the area of consideration is sufficiently wide to the extent that an adequate number of highly qualified candidates could reasonably be expected to surface;

(c) in order to be selected under the alternate certification procedures, the proposed selectee must be within reach on the ranked roster or in the highest category grouping and otherwise certifiable to the supervisor for selection in accordance with Section 6 of this Article.

Section 9. Interviews and Selection Notification.

(a) If one candidate is interviewed, all should be interviewed. Exceptions may be made when the employee is assigned to the selecting official, the selecting official has previously interviewed the employee for a like position, or the employee is not available for an interview. If a candidate is unavailable for an interview, a review of the employee's official personnel folder will serve as a substitute for the interview.

(b) Employees considered but not selected will be notified of the final selection within twenty (20) workdays.

Section 10. Access to Promotion Information. Employees have the right to review Promotion and Placement Referral System (PPRS) selection requests and PEPs for positions which they met basic eligibility. The employee is entitled to disclosure of the specific criteria in the PEP they did not meet. An employee and/or his/her representative may, upon request to the Civilian Personnel Flight, be informed of the employee's rank order and overall assessment against the ranking criteria. Employees may not be informed of another employee's rank order or assessment of qualifications against eligibility or ranking criteria.

Section 11. Changes. Changes to the Edwards Air Force Base Merit Promotion Plan shall be subject to the provisions of Article 2, of this Agreement.



## ARTICLE 16

### PERFORMANCE EVALUATION

Section 1. All employees in the bargaining unit will be evaluated in accordance with procedures developed pursuant to 5 USC § 4302.

Section 2. Each supervisor, with the responsibility for rating bargaining unit employees, will rate those employees in a fair, objective, and reasonable manner based on observable, on-the-job behavior.

Section 3. Employees will be informed in advance of specific performance standards and critical elements. Emphasis will be placed on keeping employees informed of their progress in meeting the performance requirements of their positions. Employees will be notified by the use of special counseling sessions if their performance in one or more critical elements becomes less than fully successful. Supervisors are encouraged to have performance evaluation discussions whenever performance deteriorates from the employee's normal performance.

Section 4. During the rating period, rating officials shall provide regular feedback concerning performance throughout the appraisal period. At least one progress review will take place during the appraisal period, normally at midpoint of the performance appraisal cycle. Rating officials will document in writing that the review took place on a specific date. Employees should initial the documentation and will be provided a copy during the meeting. The employee will be made aware that the performance discussion is meant to provide feedback about the employee's performance and that it will impact his/her rating of record at the end of the appraisal period. Employees are encouraged to participate in this discussion and to present information, which may be used to evaluate his/her performance. Consideration will be given to employee input.

Section 5. Performance ratings will not conform to any predetermined statistical distribution or other arbitrary controls, which prevent fair appraisal of employee performance.

Section 6. Unit employees who are dissatisfied with their performance evaluations may grieve their evaluations in accordance with the negotiated grievance procedure.

Section 7. A written decision to remove a unit employee or reduce the employee in grade, due to unsatisfactory performance, will include a statement of the employee's right to grieve or appeal the decision.

Section 8. The Union recognizes the right of the Employer to establish performance standards and critical elements. The Employer agrees to avoid frequent changes to standards and critical elements unless necessitated by mission requirements or significant changes in duties as reflected by the position description.

## **ARTICLE 17**

### **EATING AREAS**

The Employer agrees that those specific areas identified by management to serve as eating facilities will be provided to employees for luncheon purposes. Equipment such as chairs, tables, and waste receptacles will be furnished by the Employer if such equipment is locally available.

## **ARTICLE 18**

### **ENVIRONMENTAL DIFFERENTIAL PAY**

Environmental Differential Pay will be paid in accordance with 5 CFR § 532.511, Subpart E, Appendix A.

## **ARTICLE 19**

### **EMPLOYEE DEVELOPMENT**

Section 1. The Employer agrees to determine the extent and types of training necessary to maintain technological competence in the work force. On-the-job training, directed by the Employer, will be provided to effectively meet the needs of management.

Section 2. The Employer and the Union recognize that each employee has a responsibility for applying initiative, time, and effort to keep abreast of the changing technology of the occupation.

Section 3. The Union may recommend, through the Labor Relations Officer, the types of training or retraining programs desired which will mutually benefit both the Employer and the employees in the unit.

Section 4. The Employer recognizes its continuing responsibility to have a well-trained work force. All levels of management are responsible for identifying the training needs of employees.

Section 5. The Employer will provide training opportunities to employees of the Unit in accordance with existing laws and regulations and without regard to race, color, religion, sex, age, handicap conditions, national origin or other arbitrary considerations. Employees are free to discuss training needs with their supervisors and with the Employee Development Specialist.

## **ARTICLE 20**

### **TEMPORARY DUTY, TRAVEL PAY AND PER DIEM**

Employees traveling on official business will perform such travel(s) and be compensated for it in accordance with Department of Defense (DOD), Joint Travel Regulations, Vol. II; the Fair Labor Standards Act; the Code of Federal Regulations (CFR) and other applicable laws.

## **ARTICLE 21**

### **PARKING FACILITIES**

Section 1. All employees will be afforded the opportunity to park their vehicles as close to their designated work area as practicable.

Section 2. All handicapped personnel shall have a reserved parking space as close as practicable to their working area. Additional handicapped parking shall be provided at each building in accordance with DOD guideline 55-17. Temporary handicapped parking shall be provided as required for a temporary handicapping condition.

## **ARTICLE 22**

### **PAYROLL ALLOTMENT OF UNION DUES**

Section 1. The Union will distribute to each eligible unit employee, who wants to authorize an allotment for Union dues, a Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues.

Section 2. The Union may submit an SF-1187 at any time. An allotment will be effective on the first complete biweekly pay period after a properly completed and signed form is received by the servicing Civilian Payroll Office.

Section 3. A biweekly remittance check will be prepared by the servicing Civilian Payroll Office at the close of each pay period for which deductions are made. The check, along with statistical runs, will be mailed to an addressee designated by the Union.

Section 4. Each remittance check is accompanied by a listing of the names and amounts withheld and will be mailed to the Union at the end of the pay period but not later than payday.

Section 5. The Union may authorize a multiple dues structure for its members. The amounts of the employees' dues allotments within the multiples dues structure may be changed not more than once in each twelve (12) month period. Changes in the amounts of allotments will be effective no later than the first full pay period following receipt by the servicing Civilian Payroll Office.

Section 6. An employee may voluntarily revoke his/her allotment for the payment of dues by completing an SF-1188 and submitting it to the Union office within twenty (20) calendar days prior to or twenty (20) calendar days after the employee's one-year anniversary of the employee's first dues deductions. The cancellation will be effective no later than the beginning of the second pay period following the pay period in which the Union receives the cancellation. The Union will forward the cancellation to the Civilian Payroll Office no later than the Monday preceding the effective date. AFGE will inform the employees of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.

Section 7. The Union will promptly notify the servicing Civilian Payroll Office, in writing, when a member of the bargaining unit is suspended, expelled, or ceases to be a member of the Union in good standing. Upon receipt of such notice the Civilian Payroll Office will terminate the allotment as of the next complete pay period.

Section 8. An allotment for the deduction of dues with respect to any employee shall terminate when:

(a) The agreement between the parties involved ceases to be applicable to the employee; or

(b) The employee is suspended or expelled from membership in the exclusive unit; or

(c) The FLRA determines that the Union is no longer eligible for exclusive recognition.

Section 9. If this Agreement is not renewed or renegotiated by the termination date because of third party proceedings involving a negotiability dispute, impasse or a unit representation question, dues withholding in effect is continued until the matter is resolved.

## **ARTICLE 23**

### **HEALTH BENEFITS PROGRAM**

Section 1. The Employer will ensure that eligible employees are given full opportunity to make a free choice among the plans available to them. The Employer will make available to employees the current Federal Employees Health Benefits (FEHB) material supplied by the Office of Personnel Management (OPM). After reviewing the material supplied by the Employer, employees may request, and will be provided if available, a copy of the brochure for each plan that interests them.

Section 2. Information concerning the FEHB program will be made available to employees through means of base publications.

## **ARTICLE 24**

### **EMPLOYEE WELLNESS**

Section 1. General. Both the Union and the Employer strongly support and encourage employees to take advantage of the Wellness Program. Any excused absence used in conjunction with the program is subject to supervisory approval.

Section 2. Wellness Program.

(a) The Employer agrees to provide a Wellness Program to employees, subject to program funding.

(b) Information concerning the Wellness Program will be made available to employees through means of postings and base publications.

## **ARTICLE 25**

### **ALCOHOLISM**

Section 1. Neither the Union nor the Employer condones the improper use of alcohol; this endangers not only the employee who abuses it but also other employees. Severe disciplinary action up to and including removal may be warranted for those who improperly use it.

Section 2. Employees with alcohol problems are strongly urged by both the Union and management to seek professional help. Information concerning rehabilitation programs may be obtained through the Social Actions Office. Advance sick leave may be approved for employees undergoing an approved rehabilitation program.

## **ARTICLE 26**

### **DRUG TESTING**

General. The Parties encourage employees with drug problems to seek professional rehabilitation. Both the Union and Management agree the use of illegal drugs is not condoned. The Employer agrees that the administration of the drug testing program shall be in strict compliance with E.O. 12564 and all applicable laws, rules, regulations, and this agreement. It is understood that all of the above references are to be interpreted as those in effect at the time they are being administered. The previous sentence neither limits nor expands the Union's right to negotiate changes.

Section 1. Testing Equipment. The Employer shall use disposable thermometers for testing the urine sample or otherwise preclude the possibility of contamination by the thermometer.

Section 2. Drug Testing Observers. An employee will be required to provide a sample under observation when there is reason to believe that the employee may alter or substitute the urine specimen or otherwise tamper with the drug test.

Section 3. Training. The Employer will provide information concerning the drug testing program through training sessions, informational letters, bulletin items, or articles.

Section 4. Accident or Reasonable Suspicion Testing. The Employer shall provide the employee with a written statement of the reason(s) forming the basis for a drug test based on an accident or reasonable suspicion.

Section 5. Referral to Counseling. Employees whose tests have been confirmed positive will be referred in writing to the appropriate base counseling office(s). The reason for the referral will be specified in the letter.

Section 6. Testing Process. Employees will be in a pay status during directed drug test collections. Prior to providing a sample, the employee will be given a letter directing the test and informing them of the classes of drugs for which they may be tested.

Section 7. Self-Identification.

(a) The Parties encourage employees who use illegal drugs to seek help through rehabilitation. Those who self-identify to the Substance Abuse Office before an event occurs which leads to the discovery of illegal drug use (e.g., a random drug test, reasonable suspicion test, arrest or criminal prosecution, etc.) will not be disciplined for such usage so long as the employee obtains counseling or rehabilitation through the Employee Assistance Program and there is no further involvement with illegal drugs.

(b) Although discipline will not be initiated, employees occupying Testing Designated Positions (TDPs) who self-identify shall be immediately taken out of their position by management. Upon successful completion of rehabilitation, the commander, at his or her discretion, may allow an employee to return to a TDP. Upon written request from the employee or the Union, the Employer will provide the commander's reason(s) for not returning the employee to a TDP. Reasonable efforts will be made to reassign the employee to a non-TDP but will be limited to positions which are available and for which the employee is qualified.

(c) The provisions of this Section do not preclude the review of an employee's security access and should not be interpreted to interfere with management's right to determine internal security.

(d) The Parties recognize the benefit to both the Employee and the Employer of offering the opportunity for an employee to self-identify and to obtain rehabilitation. However, the use of illegal drugs will not be tolerated on Edwards Air Force Base. If an employee fails to self-identify and is discovered to be engaging in the use of illegal drugs, he or she will be subject to removal from Federal employment.

Section 8. Replacement Samples. The Employer shall not require employees to submit replacement samples unless the Employer complies with all contractual and regulatory notice and procedural requirements.

Section 9. Confidentiality. All employees who participate in a drug rehabilitation program shall be afforded strict confidentiality concerning their involvement in the program. No one shall be informed of an employee's involvement in the program other than appropriate personnel with an official need-to-know unless specifically approved in writing by the employee.

## **ARTICLE 27**

### **CONTRACTING OUT**

Section 1. The Employer agrees to inform the Union in writing at the same time notification of the intent to conduct an A-76 study is provided to Congress. The Employer further agrees to inform the Union of efforts to minimize displacement actions through realignment and restricting in-hires and to exert other actions necessary to retain unit employees who are adversely affected by contracting out actions.

Section 2. To the extent that bargaining unit employees are included, the Union shall also be provided the opportunity to participate in gathering information and preparing the Statement of Work.

Section 3. The Union shall be notified of the intention to solicit bids for work being performed by bargaining unit employees.

Section 4. The Union shall be provided information concerning contracting out which is not prohibited by law, rules, or regulation.

Section 5. Nothing in this article is intended to preclude negotiations between the parties in regards to impact and implementation.

Section 6. Adversely affected employees identified for release from their competitive level as a direct result of a decision to convert an activity to a commercial contract will be released in accordance with 5 CFR § 351.

## **ARTICLE 28**

### **REDUCTION-IN-FORCE**

Section 1. When it is anticipated that a reduction-in-force (RIF) or transfer of function affecting bargaining unit employees is necessary, the Employer will notify the Union of the proposed implementation date, as early as possible but not less than sixty (60) calendar days prior to the effective date.

Section 2. All reductions-in-force will be carried out in accordance with applicable laws and government wide regulations.

Section 3. The Employer agrees to provide to the Union the following information as soon as it is available:

- (a) The reason for the RIF or transfer of function.
- (b) The number, types, names, and grades of employees whose positions are being abolished.
- (c) The anticipated effective date of the action.

Section 4. The Union may request negotiations on the impact within fifteen (15) workdays after receipt of notification.

## **ARTICLE 29**

### **REALIGNMENT OF WORK AND TECHNOLOGICAL CHANGES**

The Employer agrees to inform the Union as far as possible in advance of any contracting out actions which will displace unit employees. The Employer further agrees to inform the Union of its efforts to minimize displacement actions through realignment and restricting in-hires and to exert other actions necessary to retain unit employees who are adversely affected by contracting out actions or the impact of realignment of work forces or technological change.

## **ARTICLE 30**

### **DISCIPLINE AND ADVERSE ACTIONS**

Section 1. General.

(a) The imposition of disciplinary action is a retained right of management. The purpose of disciplinary action is not to punish, but rather to correct and rehabilitate the employee, if possible. Management may take a disciplinary or adverse action only for just and sufficient cause that will promote the efficiency of the service.

(b) All disciplinary actions involving bargaining unit employees shall be taken in accordance with applicable laws and government-wide-rules and regulations and this agreement.

(c) To avoid embarrassing the employee, counseling sessions will normally be held in private.



## Section 2. Terms.

(a) Disciplinary actions are actions taken because of misconduct. They include oral admonishments, written reprimands, suspensions, removals, and in some cases, reductions in grade or pay.

(b) Adverse actions are removals, suspensions, furloughs for thirty (30) days or less, or reductions in grade or pay. They do not include actions resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.

(c) Oral Admonishment. An oral admonishment is the least severe disciplinary action. The supervisor shall maintain the oral admonishment in the Supervisor's Employee Work Folder.

(d) Reprimand. A reprimand is the least severe form of penalty that management normally maintains in the Official Personnel Folder (OPF).

(e) Suspension. A suspension is a severe action that remains in the OPF. It denies salary for the suspended period and prevents an employee from performing work. Management documents suspensions with an SF-50 and it remains permanently in the OPF.

(f) Removal. A removal may be disciplinary or non-disciplinary. It is disciplinary if it is due to misconduct. Otherwise, it is non-disciplinary. An example of a non-disciplinary removal is a removal for physical or mental inability to perform the duties of the position. Both types of removals are documented with an SF-50 and permanently maintained in the OPF.

(g) Nexus. A reasonable connection or factual relationship between the reasons for the action taken and the efficiency of the service.

Section 3. Interview Guidance. The parties agree that this is guidance only and each case must be assessed on its own merits.

When considering discipline, it is advisable to:

(a) Gather available facts.

(b) Interview employees privately, explain the purpose of the interview, inform the employee that discipline is being considered, state the problem and facts, and ensure by employee feedback during the interview that they clearly understand. If a reprimand is being considered, the employee should be told the interview serves as an oral notice of proposed reprimand. The oral notice should be annotated in the Supervisor's Employee Work Folder.

(c) Give employees an opportunity to answer and express their views (in writing, if they prefer). If an employee asks for reasonable time for thought before responding, the request should be honored.

(d) Determine appropriate action or, if more time is needed to consider the matter, advise the employee that a decision will be issued as soon as possible. If a decision is not expected to be issued within three (3) weeks, the employee should be periodically notified of the status.

#### Section 4. Right to Appeal or Grieve.

(a) An employee may grieve an oral admonishment, reprimand, or suspension of fourteen (14) days or less under the negotiated grievance procedure (NGP).

(b) Unless otherwise prohibited, an employee may either appeal a suspension of over fourteen (14) days, reduction in grade or pay, or removal, to the Merit Systems Protection Board (MSPB) or grieve it under the NGP.

(c) Official time shall be granted in accordance with Article 37 of this Agreement.

#### Section 5. Representative.

(a) Honor the request for Union representation as outlined by the provisions of Article 3 of this Agreement.

(b) Employees may elect to be represented by the Union in all disciplinary or adverse actions. In actions appealable to the MSPB, employees may elect to be represented by the Union, an attorney, or any other person they may choose.

(c) A letter of authorization containing the name(s) of representative(s), if any, relating to a disciplinary or adverse action must be submitted to the proposing official.

(d) All other designations of representative will be presented to whomever a request for personal information is being made.

(e) Authorizations of a representative will include the following:

(1) a statement that a copy may be considered equivalent to the original;

(2) whether access is to be granted to Privacy Act material including/ excluding the OPF, medical records, employee work folder, disciplinary case file, etc.;

(3) the name(s) of those who may represent them; and

(4) either a date or an event upon which the authorization will expire.

## ARTICLE 31

### NEGOTIATED GRIEVANCE PROCEDURE

Section 1. General. The purpose of this article is to establish procedures for the resolution of grievances. The Parties agree that grievances should be settled in an orderly, prompt, and equitable manner. Every effort will be made by the Parties to settle grievances quickly and at the lowest level of the grievance procedure.

Section 2. Definition. A grievance means any complaint--

(a) by any unit employee concerning any matter relating to the employee's employment;

(b) by the Union concerning any matter relating to any unit employee's employment;

(c) by an employee, the Union or the Employer concerning--

(1) The effect or interpretation, or claim of breach, of this agreement, or;

(2) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Representation.

(a) The negotiated grievance procedure including ADR as mutually agreed shall be the exclusive procedure available to the Union and bargaining unit employees, except as provided by Section 4 of this article.

(b) Employees may submit grievances on their own behalf at the informal, first (1st) and second (2nd) steps of the grievance procedure or have the Union present their grievances for them.

(c) If an employee chooses not to have a Union representative, the Union has the independent right to be present and shall be invited to any discussions between management and the employee concerning the grievance. The Union shall be allowed to present its views at the meeting. The Union shall also be provided a copy of the grievance at the time of its submission.

Section 4. Exceptions. The negotiated grievance procedure will not be available to resolve a grievance concerning:

(a) any claimed violation of rules on prohibited political activities;

(b) retirement, life insurance, or health insurance;

- (c) a suspension or removal under 5 USC §7532;
- (d) any examination, certification, or appointment;
- (e) the classification of any position which does not result in the reduction in grade or basic pay of an employee;
- (f) the removal of an employee serving a probationary or trial period;
- (g) the removal of an employee on a time-limited appointment;
- (h) non-selection for promotion from a group of properly ranked and certified candidates;
- (i) decisions on incentive awards; or
- (j) matters which are outside the control of the Employer.

Section 5. Appealable Complaints. An aggrieved employee who:

(a) alleges discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission (EEOC);

(b) is affected by a removal or reduction in grade for unacceptable performance under 5 USC § 4303; or

(c) is affected by an adverse action under 5 USC § 7512, may raise the matter under the appropriate statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to 5 USC § 7121, employees shall be deemed to have exercised this option when they either timely initiate an action under the applicable statutory procedure or timely file a grievance in writing under the negotiated grievance procedure, whichever occurs first.

Section 6. Equal Employment Opportunity (EEO) Procedures and Appeals of Complaints. Because laws, regulations, and procedures governing discrimination complaints are subject to change, employees are advised to consult with the Chief EEO Counselor prior to selecting a process.

NOTICE OF APPEAL RIGHTS. If issues of discrimination were raised in a grievance and those issues were not resolved to the employee's satisfaction, the employee may file an appeal on such issues, with the Equal Employment Opportunity Commission (EEOC), up to thirty (30) calendar days after:

(a) receipt of the Employer's decision in Step 2 and expiration of the Union's time to invoke arbitration; or

(b) receipt of an arbitrator's award; or

(c) receipt of the decision of the FLRA on exceptions to the arbitrator's award.

Employees deciding to file an appeal should, immediately contact the EEO Chief Counselor for further guidance and assistance.

Section 7. Adverse and Disciplinary Actions. Any grievance involving an adverse action under 5 USC § 7512, a removal or reduction in grade under 5 USC § 4303, a suspension under 5 USC § 7502, or a reprimand, shall be presented in writing, in accordance with Step 2 of the grievance procedure.

Section 8. Extensions of Time. Time limits, at any step of the grievance procedure, may be extended for up to ten (10) workdays by mutual agreement of the employee or representative presenting the grievance and the individual deciding the grievance. The Party requesting to extend a time limit shall submit a request in writing prior to the expiration of the time limit allowed by the grievance procedure. The request should contain the reason for the extension. Normally, there shall be no additional time extensions granted.

Section 9. Grievance Content.

(a) Any written grievance must include:

- (1) the name, organization, and phone number of the grievant(s), and if applicable, their representative;
- (2) the basis for the grievance;
- (3) the date of the occurrence, the act, or the event being grieved;
- (4) a copy of the response received at the first level will be included in the second step submission; and
- (5) the remedy sought.

(b) The Parties agree that all settlements/agreements shall be reduced to writing at the level where the grievance is resolved and shall be signed by the Parties.

Section 10. Grievance Steps.

Informal Grievance. Any grievance will first be presented orally to the employee's first level supervisor or, in the absence of the first level supervisor, to his or her designee. Employees may have a Union representative present during this meeting. The supervisor shall notify a Union officer of the meeting and shall provide the Union the opportunity to be present. The supervisor or designee will normally respond orally to the grievance.

Step 1. If the grievance is not resolved at the Informal Step, it may be submitted in writing to the level corresponding to the Squadron Commander or Division Chief, in the organization to which the employee is assigned. Such grievance must be submitted within fifteen (15) workdays from the date after the employee became aware, or should have become aware of the act or event grieved. A COPY OF THE GRIEVANCE SHOULD BE DELIVERED TO THE AFFTC LRO ON THE SAME DAY IT IS SUBMITTED TO THE SQUADRON COMMANDER OR DESIGNEE, BUT MUST BE DELIVERED WITHIN TWO (2) WORKDAYS TO THE LRO. FAILURE TO DELIVER A COPY OF THE GRIEVANCE TO THE LRO SHALL HAVE THE EFFECT OF NULLIFYING THE GRIEVANCE. Within fifteen (15) workdays after receipt of the grievance the grievant, AFGE representative and the Squadron Commander or designee shall meet and discuss the grievance. If the grievance cannot be resolved, the deciding official shall respond in writing to the grievance within five (5) workdays after the meeting.

Step 2. If the grievance is not resolved in Step 1, the grievance may be submitted in writing to the level corresponding to the Group or Directorate. The grievance must be filed within ten (10) workdays from the date of receipt of the first step response or from the date the management's response was due. The grievance must be submitted in writing but may also be presented orally. A COPY OF THE GRIEVANCE SHOULD BE DELIVERED TO THE AFFTC LRO ON THE SAME DAY IT IS SUBMITTED TO THE GROUP OR DIRECTORATE, BUT MUST BE DELIVERED WITHIN TWO (2) WORKDAYS TO THE LRO. FAILURE TO DELIVER A COPY OF THE GRIEVANCE TO THE LRO SHALL HAVE THE EFFECT OF NULLIFYING THE GRIEVANCE. Within fifteen (15) workdays after receipt of the grievance the grievant, AFGE representative and the Group, Directorate, or designee shall meet and discuss the grievance. If the grievance cannot be resolved, the deciding official shall respond in writing to the grievance within five (5) workdays after the meeting.

Step 3. If the grievance is not resolved at Step 2, the Parties may mutually agree to attempt resolution through ADR or the Union may invoke arbitration as the final step in the negotiated grievance procedure.

Section 11. Unit-Wide and Union Grievances. Grievances with unit-wide impact or Union grievances may be submitted, in writing, by the Union, directly to the appropriate Group or Directorate level or designee. A grievance filed under this section must be submitted within fifteen (15) workdays of the occurrence of the act or event being grieved, or fifteen (15) workdays after the Union became aware of the act or event. A COPY OF THE GRIEVANCE SHOULD BE DELIVERED TO THE AFFTC LRO ON THE SAME DAY IT IS SUBMITTED TO THE GROUP OR DIRECTORATE, BUT MUST BE DELIVERED WITHIN TWO (2) WORKDAYS TO THE LRO. FAILURE TO DELIVER A COPY OF THE GRIEVANCE TO THE LRO SHALL HAVE THE EFFECT OF NULLIFYING THE GRIEVANCE. The appropriate Group or Directorate, Director of Command and Staff Organization or designee, and the Union representative will meet within fifteen (15) workdays to discuss the grievance. If the grievance is not resolved in the meeting, a written response will be provided to the Union within ten (10) workdays after the meeting. If the grievance is not resolved, the Parties may agree to mutually

attempt resolution through ADR or the Union may invoke arbitration as the final step in the negotiated grievance procedure.

Section 12. Employer Grievances. An employer grievance may be submitted in writing by the LRO directly to the Union President, or Union official. A grievance filed under this section must be submitted within fifteen (15) workdays after the Employer first became aware, or should have become aware, of the act or event. The Union President, or in his/her absence, a Union official and the AFFTC LRO or designee, will meet within fifteen (15) workdays after receipt. If the grievance is not resolved in the meeting, the Union's deciding official shall provide written response to the grievance within ten (10) workdays from the date of the meeting. If the grievance is not resolved, the Parties may mutually agree to attempt resolution through ADR or the Employer may invoke arbitration as the final step in the negotiated grievance procedure.

Section 13. Failure to Participate in a Grievance. If either Party fails to respond at any step of the negotiated grievance procedure, the grieving Party may submit the grievance to the next step.

## **ARTICLE 32**

### **ARBITRATION**

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, arbitration may be invoked in writing by either Party within ten (10) workdays from receipt of the final decision or from the date the decision was due.

Section 2. The Parties agree to select a panel of seven (7) arbitrators through the Federal Mediation and Conciliation Service (FMCS). Selection will be made by requesting a list of seventeen (17) names from the FMCS. The Parties will alternately strike names until the panel is selected. Either Party may unilaterally remove one arbitrator in any twelve (12) month period. Arbitrators may be removed at any time by mutual consent. Any time the number of arbitrators falls below seven (7), the Parties will request a list of seven (7) additional names from the FMCS.

Section 3. The Parties shall select an arbitrator within three (3) workdays after receipt of the intent to invoke arbitration. Arbitrators will be selected randomly and then eliminated from further consideration until all have been selected, at which time the process will begin anew. Copies of any and all correspondence, mailed to the arbitrator, will be provided to the other Party within three (3) workdays from the mailing.

Section 4. The arbitrator's authority is limited to deciding only the issue(s) submitted for arbitration. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provision of this agreement.

Section 5. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. The Parties may mutually agree to split the hearing in complex cases.

Section 6. The Parties will attempt to create a joint letter of agreement to those facts which are not in dispute as well as a joint submission of the issue(s) to be arbitrated. If the Parties fail to agree on a joint submission of the fact(s) or issue(s) to be arbitrated, each Party shall submit a separate submission and provide a copy to the other Party. The arbitrator shall determine the issue(s) to be heard. The arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this agreement and in accordance with applicable laws, government-wide rules and regulations and case law. Either Party may present argument to the arbitrator concerning the instant issue(s) and remedies sought.

The Parties agree to exchange lists of witnesses with a summary of their testimony at least five (5) workdays prior to the arbitration. If the Parties cannot agree on the witnesses to be called, the arbitrator has final authority to determine who will testify.

Section 7. The arbitrator's fee and the expenses of the arbitration shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek, at a site of mutual agreement. Hours/days of work may be adjusted to ensure bargaining unit employees attending the arbitration will be in a duty status during the hearing.

Section 8. The arbitrator's award shall be binding on the Parties unless a timely exception is filed. Either Party may file an exception to the arbitrator's decision. If there is a dispute concerning the application or interpretation of an award, it shall be returned to the arbitrator for clarification and settlement.

Section 9. The arbitrator shall render a written decision no later than twenty (20) workdays after receipt of the written briefs, unless an extension is mutually agreed to by the Parties.

Section 10. Throughout the arbitration process, both Parties agree to actively pursue its completion. Failure of the moving Party to actively pursue the arbitration process may be grounds for dismissal of the grievance by the arbitrator.

### **ARTICLE 33**

#### **UNFAIR LABOR PRACTICES**

Section 1. Intent to file and attempt to resolve. Unfair Labor Practices (ULPs) are those prohibited activities as described in 5 USC § 7116. The Parties shall agree to attempt expeditious resolution of an alleged ULP, prior to filing a formal charge with the FLRA, by meeting within fifteen (15) workdays of the filing of the Intent to File an ULP.



Section 2. Intent Charges. A charge by either Party that the other Party committed an ULP will be submitted in writing to the LRO or President, as appropriate. The written charge will contain: a clear and concise statement of the facts constituting the ULP, including the date and place of occurrence of the particular acts; a statement of the section(s) and subsection(s) of Title 5 USC, Chapter 71 alleged to have been violated; and a statement of the relief sought in resolution of the charge. Failure by the charging Party to submit a clear and concise statement will prompt the charged Party to request a clarification of the facts.

Section 3. Formal Unfair Labor Practices. Formal ULPs will be submitted to the FLRA in accordance with the Authority's rules and regulations. The Parties will provide a copy of the formal charge to the LRO or President, as appropriate.

## **ARTICLE 34**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. Neither the Union nor the Employer shall in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or other non-merit factors. Policy shall be in strictest adherence to both the letter and spirit of the Equal Employment Opportunity Act, Age Discrimination in Employment Act, Civil Service Reform Act, and other applicable government-wide laws, rules and regulations.

Section 2. The Union and the Employer agree to discuss and work with each other regarding problems of discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination. The Employer will furnish the Union with a copy of the annual affirmative action report.

Section 3. An employee, discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO complaint procedure, has the right to be accompanied by a representative of his/her choice, if desired.

Section 4. Discrimination complaints will be processed in accordance with procedures established by applicable laws, rules, and regulations, including the Negotiated Grievance Procedure.

Section 5. The Union agrees to provide one representative to the Edwards AFB EEO committee and to make sure that the representative remains cognizant of the program.

## **ARTICLE 35**

### **USE OF OFFICIAL FACILITIES**

Section 1. Bulletin Boards.

(a) The Union will be provided space for bulletin boards located in areas where

unit employees are assigned as indicated in Appendix A. The size of each board will not exceed 4'x4' and will hang adjacent to the Employer's Official bulletin boards.

(b) Notices placed by the Union on the above mentioned bulletin boards will not contain material that would identify it as the Employer's material or as if it is sponsored or endorsed by the Employer. Posting will be done during non-duty hours.

(c) The Union agrees the information posted will not be defamatory or suggestive in nature. The Union will maintain the information on its bulletin boards.

Section 2. Office Space. The Employer shall provide the AFGE exclusive use of the entire northwest corner of building 3700. This shall include the present office space and the motorcycle safety course classroom. The Employer shall provide "Contract Services" for the cleaning of the Union's office space, at the Employer's expense.

Section 3. Telephone Directory. The Union's current center telephone number and building number will be included in the Classified Listing Section of the base telephone directory. The location of the Union office will be shown on the Base Area Map and listed in the alphabetical legend for the Base Area Map.

Section 4. Distribution. The Union may use the Base Information Transfer System (BITS) for one mass internal mailing per month of no more than 200 pieces of mail and one additional mass internal mailing per quarter of total mail not to exceed the total number of unit employees. The Union is responsible for delivering the mail to the BITS office and for applying proper addresses. Because the BITS is handled by a contractor, the Union agrees the quality of the BITS service shall not be the subject of a grievance or ULP charge.

Section 5. Telecommunications Equipment and Systems. The Employer shall provide at the Union office one (1) Wide Area Telephone Service (WATS) phone service and two (2) commercial phone lines. The existing phone line in the back room will be made available to the Union. The Union may apply for additional commercial telephone lines. The Union will be responsible for all arrangements and costs associated with the commercial telephone services.

## **ARTICLE 36**

### **OFFICERS AND STEWARDS**

Section 1. The Employer agrees to recognize as duly authorized representatives all elected officers, and those appointed to fill vacant officer positions. The officers are the President, Vice President, Secretary and Treasurer. The Union is also authorized one (1) steward for each fifty (50) employees covered by this Agreement.

Section 2. The Union agrees to provide the LRO with a current listing of officers and stewards. The lists provided to the LRO will include all current local officers and stewards for the unit. Changes will be reported in writing and become effective upon

delivery of the list to the LRO.

Section 3. The Employer will notify officers and stewards seven (7) workdays prior to reassignment to another organization.

## **ARTICLE 37**

### **OFFICIAL TIME**

Section 1. The use of official time spent by bargaining unit employees and their representatives in conducting labor-management business is as much in the interest of management as that of AFGE and employees.

Section 2. The AFGE President will be on one hundred percent (100%) official time. For all other stewards and representatives, the AFGE will be granted a maximum of 2080 hours of official time annually to perform the following duties:

- (a) investigate grievances;
- (b) conduct research;
- (c) meeting with bargaining unit employees and managers when the meeting was initiated or scheduled at the request of the Union;
- (d) preparation of correspondence, briefs, and hearing-related matter;
- (e) training requested by the Union, and
- (f) travel time.

The 2080 hours will not be charged for the following duties:

- (a) meetings requested or initiated by management including formal discussions as defined in 5 USC § 7114(a)(2)(A) and investigative interviews between supervisors and employees as defined in 5 USC § 7114(a)(2)(B);
- (b) hearings (MSPB, EEO, FLRA, and arbitrations);
- (c) negotiations (contract and mid-term, including FMCS and FSIP);
- (d) labor management relations committee meetings;
- (e) safety inspections;
- (f) wage survey;
- (g) safety/health committee meetings;

(h) handicapped committee meetings.

Section 3. Prior to taking official time off-station, the President will submit a written request through the LRO stating the duration and purpose of the business. Approval of leave will continue to be requested through the President's supervisor or designee.

Section 4. All other officials and stewards will be granted official time not to exceed a total of 2080 hours annually for the duties listed in Section 2. It is the responsibility of the Union President to distribute the time among the stewards and representatives. Each steward and representative shall complete the Record of Official Time Used by AFGE Representatives form (Appendix B of this Agreement) prior to leaving the assigned work area. All uses of official time shall be recorded. The supervisor or designee will normally grant permission to leave providing workload permits such approval. If release cannot be granted because of workload considerations, the supervisor or designee shall advise the representative when release would be appropriate. Official time will not be granted if prior approval is not obtained from the supervisor or designated management official. If the maximum 2080 hour limit is exceeded, the representative or steward may be granted either annual leave or leave without pay to cover the excess. Hours not used at the end of the year may not be carried over.

Section 5. If the AFGE unit membership declines to below 350 employees, the official time granted for representatives and stewards will be reduced to 1040 hours per year.

Section 6. Official Time for Employees. Unit employees will be afforded a reasonable amount of duty time, as determined and scheduled by their supervisor, to prepare grievances, meet with a representative, and present grievances to management. In determining what is a reasonable amount of time, the supervisor will consider both the needs of the employee and the current workload requirements. It is understood that the official time granted is not intended to include all time necessary to prepare a grievance but, instead, is intended to allow for necessary discussion of grievances with Union representatives and/or to allow for a review of applicable personnel rules and regulations. The arrangement of any meetings on official time shall be the sole responsibility of management and will be handled through the employee's supervisor/designee.

Section 7. Union representatives shall be authorized official time to negotiate in accordance with 5 USC § 7131 (a) and the applicable ground rules.

Section 8. Union representatives soliciting membership, collecting dues or participating in elections of labor organizations shall conduct these activities in a non-duty status in accordance with Chapter 71 of Title 5 § 7131 (b).

Section 9. The Employer shall not impede, restrain, interfere with, coerce, discriminate or reprimand against any representative of the Union or any bargaining unit member because of representational duties.

Section 10. The Union will guard against the abuse of official time.

Section 11. Stewards/officials of the Union shall receive a rating of record as soon as practicable after the end of the appraisal period. Stewards/Officials shall be informed, at a minimum, thirty (30) calendar days prior to the end of the appraisal period whether they have met the minimum rating period. The minimum rating period for Stewards/Officials shall be ninety (90) calendar days within the rating period. Should Stewards/Officials not be rateable, the appraisal period shall be extended until the employee is rateable. The AFGE President shall be rated in accordance with government-wide-rules and regulations. The supervisors of Union Stewards/Officials will recommend a performance award for an annual rating in accordance with governing laws, rules, regulations and if applicable, a negotiated agreement.

## **ARTICLE 38**

### **WAGE SURVEY**

Section 1. General. The Union shall be notified prior to the start of Wage Surveys which are scheduled for the applicable wage areas. The Union may nominate a representative to be a data collector for the full wage and telephone follow-up survey. The representative shall receive travel and per diem in accordance with the JTR. The Union principal officers shall be involved in accordance with Federal regulations including FPM Supplement 532-1.

## **ARTICLE 39**

### **EMPLOYEE-MANAGEMENT WORK GROUPS**

Section 1. Employee-Management Work Groups in which bargaining unit employees participate may be considered formal meetings (discussions) in accordance with the Statute. Although these work groups may meet some or all of the criteria of a formal meeting (i.e., presence of supervisor, first level or higher; presence of management representatives; place of the meeting; length of meeting; a formal agenda; required attendance) they may not be formal. If there is a question as to the formality of the meeting, a clarification may be requested from either the LRO or the Union. The Employer agrees to notify the Union, in writing, of the date and time of Employee Work Group's formal meetings.

Section 2. The Union President or his designee may appoint a representative to attend these meetings. Time spent by the Union representative while in attendance at these meetings shall be on Official Time.

Section 3. By attending these meetings or discussions the Union does not waive its right to negotiate changes in conditions of employment. When changes in conditions of employment are proposed or result from the employee-management work groups, the Union shall be notified consistent with the provisions outlined in this agreement. When

the Union has participated in the Employee-Management Work Group, notification will be made consistent with the negotiation phase of Article 2, Section 4.

## **ARTICLE 40**

### **MEETINGS WITH MANAGEMENT**

Section 1. When Union representatives wish to discuss matters with management, the Union will call to request a meeting and will provide sufficient advance information to allow the manager to prepare for the meeting.

Section 2. The Employer and AFGE are encouraged to meet informally to resolve potential problems.

## **ARTICLE 41**

### **TRAINING IN LABOR RELATIONS**

The Union and the Employer agree that the successful implementation of this AGREEMENT will be largely dependent upon the degree to which supervisors, Union Officials and Stewards thoroughly understand and consistently abide by the provisions incorporated herein. The Union agrees that stewards and officials of the bargaining unit will be provided appropriate training by the Union concerning the interpretation and application of the provisions of the AGREEMENT and those portions of the regulation dealing with labor-management relations. The purpose of such training will be to provide an understanding of the provisions of the AGREEMENT and to provide a basis for the orderly and efficient discussion and resolution of labor-management relations problems as they occur.

## **ARTICLE 42**

### **STATEMENT OF PURPOSE**

Section 1. The Parties have negotiated this Agreement with a commitment to beginning a new era of labor/management partnership at the Air Force Flight Test Center, Edwards AFB. As part of this new relationship, the Parties agree to promote continuous improvement while fostering the well-being and development of the bargaining unit employees.

Section 2. The Air Force Flight Test Center and the American Federation of Government Employees share a desire to shape Edwards AFB into a model Employer within the Federal government. This Agreement demonstrates the sincerity of both Parties in attaining this objective. Both recognize the challenge this represents and are willing to work as partners in identifying problems and crafting solutions which will enhance the success of this mission.

Section 3. The Parties agree to direct all energies toward achieving the highest quality of service possible without sacrificing the needs of the bargaining unit employees. Employees are essential for the success of our mission. The Union and the Employer agree to support this philosophy by working together to create an environment which emphasizes empowerment and encourages participation.

Section 4. This Agreement has been negotiated in the spirit of cooperation and will be administered by both Parties in partnership.

## **ARTICLE 43**

### **COPIES OF AGREEMENT**

Section 1. Copies. The Employer agrees to distribute copies of the AGREEMENT to each employee in the unit and, at the time of hiring, each new employee assigned to the unit. The AFGE shall be furnished one hundred (100) additional copies of this Agreement.

Section 2. Expenses. The expenses for printing and distribution of this Agreement shall be borne by the Employer.

Section 3. Additional Copies. Any additional copies requested by the Union will be purchased at the Union's expense.

## **ARTICLE 44**

### **SUPPLEMENTS**

The Parties may, by mutual consent, meet to negotiate a supplement or supplements to the existing AGREEMENT. Negotiated supplement(s) will be limited to the articles in the AGREEMENT. Negotiated supplements will be effective after approval by the Department of Defense (DOD) or thirty-one (31) calendar days after approval by the Union and the Employer, whichever occurs first. Any such negotiations of supplements will be conducted under updated, mutually agreed GROUND RULES.

## **ARTICLE 45**

### **GENERAL PROVISIONS**

Section 1. The Employer agrees to continue providing counseling on retirement procedures for employees anticipating retirement. Attendance at retirement counseling sessions will be voluntary on the part of the employee concerned. The retirement information furnished an employee will be directed toward assisting the employee in obtaining the maximum benefits to which entitled under Federal statute as well as encouraging the employee to plan for retirement. Retirement counseling will be conducted at least one (1) year in advance of anticipated retirement, unless conditions require otherwise.

Section 2. Throughout the contract, unless otherwise specified, it is understood that references to laws, rules, and regulations, means those in effect at the time a concern about them arises unless said rules or regulations are in conflict with any article within this Agreement.

## **ARTICLE 46**

### **DURATION**

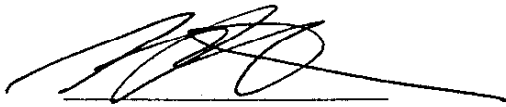
The effective date of this AGREEMENT will be the date of its approval by the Department of Defense (DOD) or thirty-one (31) days after execution, whichever is earlier. It will remain in full force and effect from that date until its termination date, which will be three (3) years less one (1) day from the date of its execution. It shall be automatically renewed for successive periods of one (1) year, unless either Party gives written notice to the other of its desire to reopen, modify, or terminate the Agreement. This written notice must be given not more than one hundred and five (105) calendar days and not less than sixty (60) calendar days preceding the expiration of this Agreement. Both Parties agree to an exchange of letters designating negotiating committee members, proposed ground rules, proposed changes in articles and sections, and any proposed new articles and sections at a mutually agreed upon date of not more than twenty eight (28) calendar days after the date of this written notice. Negotiations on the proposed ground rules, proposed changes in articles and sections, and any proposed new articles and sections shall commence as soon as possible but not later than fifteen (15) calendar days after this mutual exchange of proposals.



AUTHENTICATION

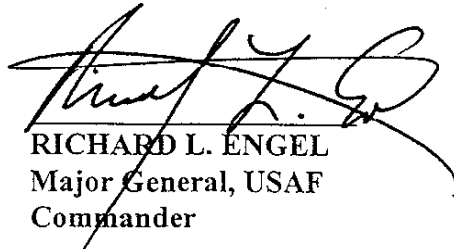
Date of Execution: July 18, 1997

For the Union:

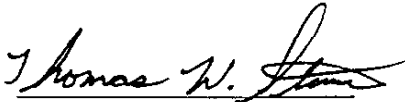


STANLEY R. SCHOEN  
President  
AFGE Local 1406

For the Employer:



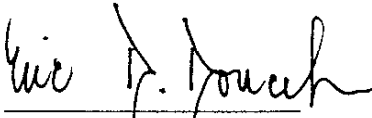
RICHARD L. ENGEL  
Major General, USAF  
Commander



THOMAS W. STEVENS  
Vice President  
AFGE Local 1406



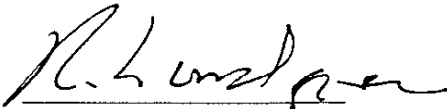
BRIDGET J. RASMUSSEN  
Labor Relations Officer



ERIC D. DONCEL  
Secretary-Treasurer  
AFGE Local 1406



JOE EVERETT  
Management Negotiator



RONALD LUNDGREN  
Chief Steward  
AFGE Local 1406

## LOCATION OF SPACE FOR AFGE BULLETIN BOARDS

### BUILDING NUMBER

3735

3500

1850

8423

1600

(4 Boards Located Adjacent to Each Orderly Room)

3810

1435

1442

1207

1630

1874

1425

1634  
(Corrosion)

RECORD OF OFFICIAL TIME USED BY AFGE REPRESENTATIVE

ORGANIZATIONS: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

[illegible]

INSTRUCTIONS			
<p>The use of official time shall be administered consistent with the provisions of the Agreement Between the Parties. All time used by an AFGE Representative shall be recorded on this form prior to leaving the work area. The time in and out will be completed by the Representative. The Supervisor and Representative will initial blocks F and G to confirm the request and approval of official time. The codes below will be used to define the applicable use of official time in Block B. No other use of time will be authorized without prior approval from the LRO.</p>			
CATEGORY		REPRESENTATION FUNCTION	
I	NEGOTIATIONS	A B C D	TERM NEGOTIATIONS MIDTERM NEGOTIATIONS TIME SPENT AT FMCS, FSIP, FLRA FOR NEGOTIATIONS PREPARATION TIME AS NEGOTIATED IN GROUND RULES
II	ONGOING LABOR	A B C D E F G	ATTENDING FORMAL DISCUSSIONS UNDER 5 USC 7114(A)(2)(A) ATTENDING EXAMINATIONS OF UNIT EMPLOYEES UNDER 5 USC 7114(A)(2)(8) ATTENDING MEETINGS AS MEMBER OF AUTHORIZED COMMITTEE ATTENDING AUTHORIZED TRAINING MEETINGS WITH MANAGEMENT OFFICIALS SAFETY INSPECTIONS WAGE FIXING SURVEY
III	GRIEVANCE AND APPEALS	A B C D E F G	GRIEVANCE MEETINGS WITH UNIT EMPLOYEES/SUPERVISORS PREPARATION OF GRIEVANCES REPRESENTATIVE AT ARBITRATION ASSIST AN EMPLOYEE WHEN DESIGNATED IN WRITING TO ACT AS REPRESENTATIVE IN PREPARING A RESPONSE TO A PROPOSED DISCIPLINARY/ADVERSE ACTION ASSIST AN EMPLOYEE WHEN DESIGNATED IN WRITING TO ACT AS REPRESENTATIVE IN EEO PROCEEDINGS ASSIST AN EMPLOYEE WHEN DESIGNATED IN WRITING TO ACT AS REPRESENTATIVE IN FILING OR PROCESSING A WORKERS COMPENSATION CLAIM TIME SPENT FOR ULP PROCESSING AS DESIGNATED BY FLRA